*Tel. Co. v. Hopkins*, 49 Ind. 223. To prove a hiring by telegraph the dispatch received is the original. *Wilson v. R. Co.*, 31 Minn. 481; *Williams v. Brickell*, 37 Miss. 682. The rule that a letter following a previous one calling for a reply should sufficiently authenticate itself by its contents does not hold in regard to telegrams. *Howley v. Whipple*, 48 N. H. 487.

FORGERY—WHAT CONSTITUTES.—PEOPLE V. ABEEL, 91 N. Y. SUPP. 699.—*Held*, that a false letter of introduction is not a forgery at common law where it could not be considered as a means by which another could be defrauded or by which a pecuniary liability could be created.

A writing which affects no legal rights cannot be the subject of forgery. *Waterman v. People*, 67 Ill. 91. The general rule both at common law and under statute is that an instrument to be the subject of forgery must be such that if it were genuine it would have some apparent legal efficacy. *Abbott v. Rose*, 62 Me. 194; *Dixon v. State*, 81 Ala. 61. It must be valid for the purpose for which it purports to have been designed, *Anderson v. State*, 20 Tex. App. 595; and legally capable of affecting a fraud. *Terry v. Comm.*, 87 Va. 672. In *State v. Ames*, 2 Greenl. 365 and *Comm. v. Coe*, 115 Mass. 481, it is held that a letter of recommendation or testimonial of good character is subject to forgery. *Contra*, *Waterman v. People*, *supra*.

INSURANCE—CONSTRUCTION OF POLICY—TECHNICAL WORDS.—PETERSON V. MODERN BROTHERHOOD OF AMERICA, 101 N. W. 289 (IOWA.).—*Held*, that an insurance certificate entitling the insured to a certain benefit in case of the breaking of a leg, and defining such breaking as "the breaking of the shaft of the thigh bone between the hip and knee joints, or the breaking of the shafts of both bones between the knee and ankle joints" does not cover what is known as a "Pott's fracture," which is defined as the breaking of one bone between the knee and ankle joints, and the dislocation of the other or, as technically defined, the breaking of the fibula one and one-half to two inches above the joint, and of the malleolus process. Weaver and Bishop, JJ., *dissenting*.

The general rule in constructing insurance contracts is that words are to be taken in that sense to which the apparent object and intention of the parties limit them. *Robertson v. French*, 4 East 135; *Ripley v. Ætna F. Ins. Co.*, 30 N. Y. 136; *Yeaton v. Fry*, 5 Cranch 335. When a stipulation or exception in a policy is capable of two meanings, the one most favorable to the insured is to be adopted. *May, Insurance*, § 172; *Western Ins. Co. v. Cropper*, 32 Pa. 351; *Phœnix Ins. Co. v. Slaughter*, 12 Wall. 404. Words are further to be construed, not in a technical, but in a general, usual way. *May, Insurance*, § 175; *Fire Ass'n. v. Transp. Co.*, 66 Md. 339; *Universal F. Ins. Co. v. Block*, 109 Pa. 535.

INSURANCE—SEVERABLE POLICY.—DONLEY V. GLENS FALLS INS. CO., 91 N. Y. SUPP. 302.—*Held*, that breach of warranty as to title of land on which the insured building is located does not avoid the policy as to personalty situated in the building. McLennan, P. J., and Storer, J., *dissenting*.

The general rule as to insurance of building and contents is that such policy is not severable, and that forfeiture of the insurance as to the building will forfeit it also as to the contents. *Assur. Co. v. Stoddard*, 88 Ala. 606; *Bank v. Ins. Co.*, 57 Conn. 335; *Havens v. Ins. Co.*, 111 Ind. 90. In New York, however, the later cases have fully established the rule in the principal case. *Sunderlin v. Ins. Co.*, 18 Hun 522; *Woodward v. Ins. Co.*, 32 Hun